

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

JIM DAWS TRUCKING, LLC,

Plaintiff,

v.

DAWS, INC., JAMES R. DAWS, LANA
R. DAWS, DAWS TRUCKING, INC., and
COLUMBUS TRANSPORTATION &
LOGISTICS, LLC,

Defendants.

CASE NO. 4:24-CV-3177

DECLARATION OF
MILTON TURNER

I, Milton Turner, hereby declare as follows:

1. I am above the age of 19, and I am competent to testify. I have personal knowledge of all facts set forth herein.

2. I am a commercial truck driver who has driven trucks since 2019.

3. I have known Jim Daws for 3 years.

4. Before 2022, I was an employee of Daws, Inc. and I drove trucks for Daws, Inc. under the general name "Daws Trucking." At the end of the year, I would receive a W2 from Daws, Inc.

5. While I do not know the details, it is my understanding that at some point in 2022, Jim Daws Trucking, LLC took over the operations of Daws Trucking.

6. After Jim Daws Trucking, LLC began operating as Daws Trucking, I became an employee of Jim Daws Trucking, LLC. I have been employed with either Daws Trucking or Jim Daws Trucking, LLC since approximately November 2021.

7. In November 2024 when it became clear to me that I would receive loads in the amount of other drivers, I did resign by returning to Jim Daws Truck, LLC my electronic logs and dash camera.

8. I do not consider myself to currently be employed by Jim Daws Trucking, LLC.

9. I have been informed that Jim Daws Trucking, LLC served an interrogatory answer in this lawsuit identifying me as an driver who "quit" my employment with Jim

Daws Trucking, LLC. That statement is true, but I only left their employ after they failed to give me sufficient work. The only reason I haven't hauled loads for Jim Daws Trucking, LLC is Jim Daws Trucking, LLC failed to keep me driving.

10 Since October 1, 2024, I attempted to contact Jim Daws Trucking, LLC to inquire about hauling loads for it on numerous occasions. Jim Daws Trucking, LLC took quite some time to respond, gave me some loads, and then the work dried up.

11 After Jim Daws Trucking, LLC took over operations of Daws Trucking, Jim Daws remained involved in the operation of Daws Trucking. With few exceptions, after Jim Daws Trucking LLC took over the operations of Daws Trucking, Daws Trucking continued to operate the way it always had up until October 2024.

12 Both before and after Jim Daws Trucking, LLC took over the operations of Daws Trucking, and until Jim Daws left employment with Jim Daws Trucking, LLC, Daws Trucking typically assigned loads to me by having a Daws Trucking dispatcher call me assigning a load to me.

13 Based on my experience, Jim Daws Trucking, LLC operated a specialty flatbed hauling company. It only operated flatbed trailers and did not operate dry vans, tankers, or refrigerated (reefer) trailers or any other type of trailer other than flatbeds.

14 I am aware that Jim Daws left employment with Jim Daws Trucking, LLC around the end of September 2024.

15 Before announcing he was leaving employment with Jim Daws Trucking, LLC, neither Jim Daws, nor anyone else, spoke to me about his plans to leave.

16 I never met with Jim Daws on August 23, 2024 behind closed doors or otherwise.

17 Since October 1, 2024, I received an email and I attempted to call them. They did not return my calls for a period of 9 days. On the tenth day they gave me a load and I made delivery. Following this initial load, I hauled loads to Nebraska, Texas, and to Ohio where, in late October 2024, I found myself stuck with no return loads. I called Jim Daws Trucking, LLC and spoke with Ricky. I asked him what I was doing wrong because I had heard other drivers were accruing multiple loads at any one time, but those trucks were title in a company affiliated with Jim Daws Trucking, LLC. Ricky gave me an odd reply and stated in effect that he didn't care who your truck is titled to, that if I wanted to

work, I would work. Since that time Jim Daws Trucking, LLC has not contacted me to haul any load on behalf of Jim Daws Trucking, LLC.

18. In November 2024 it became clear that I was not going to make money relying on Jim Daws Trucking, LLC for loads. Had sufficient loads been forthcoming, I would have been ready, willing, and able to continue working for Jim Daws Trucking, LLC, but if they did not provide sufficient loads, despite other drivers being faced with stacked loads, which is the circumstance when a driver is assigned additional loads before they have completed hauling the current load.

19. At no point has Jim Daws, or anyone on his behalf, ever encouraged me, implied, or requested that I quit working for Jim Daws Trucking, LLC.

20. I am not aware of anyone who Jim Daws has encouraged to quit working for Jim Daws Trucking, LLC.

21. At no time since Jim Daws Trucking, LLC took over operations of Daws Trucking has Jim Daws, or anyone on his behalf, ever asked me to work for any company owned by or affiliated with Jim Daws.

22. I am not aware of any driver who Jim Daws has encouraged to work for any company owned by or affiliated with Jim Daws.

23. I am not aware that since he left employment with Jim Daws Trucking, LLC that Jim Daws is operating any other trucking business.

24. Since September 2024 when I hauled loads for Jim Daws Trucking, LLC while Jim Daws was still involved, I have not hauled any load for Jim Daws or any of his affiliated companies and I am not aware of any other driver who has.

25. I am not aware of any situation in which Jim Daws interfered with the customers of Jim Daws Trucking, LLC.

26. I am not aware of any situation in which Jim Daws interfered with the operations of Jim Daws Trucking, LLC. From my experience, after May 2022, things continued to operate as they had before. It was only after Jim Daws left employment with Jim Daws Trucking, LLC that things changed and I received infrequent and insufficient calls from Jim Daws Trucking, LLC to haul loads.

27. If Jim Daws Trucking, LLC is not going to assign enough loads to me, I am entitled to drive for other companies so I can earn a living. If other companies are prevented from hiring me I will suffer a loss of income.

I declare, under penalty of perjury, that the foregoing declaration, executed on the 16th day of January, 2025, at Monroe, ~~Nebraska~~ Michigan is true and correct.

Matt. Sun